

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CHRISTOPHER GODWIN,
Plaintiff,

v.

FRONTIER AIRLINES, INC. and JOHN
DOE,
Defendants.

Civil Action No.: 2:23-cv-4011-CFK

**THE PARTIES' JOINT MOTION TO EXTEND THE DEADLINE FOR THE PARTIES
TO NAME DEFENDANT JOHN DOE AND CONTINUE ARBITRATION**

Plaintiff Christopher Godwin ("Plaintiff") and Defendant Frontier Airlines, Inc. ("Frontier") (collectively, the "parties"), by and through their respective undersigned counsel, jointly move for an extension of the March 22, 2024 deadline for Plaintiff and/or Frontier to name and serve John Doe, and to continue the arbitration hearing currently set for May 30, 2024 until August 30, 2024. In support of the motion, the parties state as follows:

1. On October 18, 2023, Plaintiff initiated this personal injury action against Frontier and John Doe for injuries he allegedly sustained aboard Frontier Flight F9108, traveling from Philadelphia International Airport, Philadelphia, Pennsylvania to Luis Munoz Marin International Airport, San Juan, Puerto Rico on or about December 3, 2021. (*See generally* Compl., Doc. No. 1).

2. Plaintiff alleges that he sustained significant and permanent injury to his right arm when Defendant John Doe – an unidentified passenger board Frontier Flight F9108 – fell and struck Plaintiff while Plaintiff was sitting in his assigned seat. (*Id.*).

3. Plaintiff asserts that Frontier was negligent in allowing John Doe to become and/or remain inebriated, intoxicated and/or in a condition which prevented him from safely walking in

the subject aircraft's cabin; or alternatively, that Frontier was negligent in allowing John Doe to move about the cabin "when the conditions aboard the aircraft and in the aircraft's cabin did not allow for passengers to safely exit their seats and walk in the cabin." (*Id.* at Count I).

4. Plaintiff served Frontier with the Complaint on December 28, 2023, and Frontier served its Answer to Plaintiff's Complaint with Affirmative Defenses on January 28, 2024. (*See* Answer, Doc. No. 9).

5. On January 23, 2024, the Court entered an Order submitting this matter for Arbitration, and on February 20, 2024, the Arbitration Clerk served a Notice of Arbitration Hearing, scheduling this matter for a May 30, 2024 arbitration hearing. (*See* 1.23.2024 Order, Doc. No. 11; Notice of Arbitration Hearing, Doc. No. 18).

6. Limited discovery has been completed to date.

7. On March 11, 2024, Frontier served Plaintiff with its Initial Disclosures, as well as Interrogatories and Requests for Production of Documents. Plaintiff's responses are not due until April 10, 2024.

8. Plaintiff served Frontier with his Initial Disclosures on March 15, 2024, as well as executed authorizations for the release of his medical records. Frontier has served these authorizations and is waiting for the providers to return responsive records.

9. Plaintiff served Frontier with Interrogatories and Requests for Production of Documents on March 20, 2024. Frontier's responses are not due until April 19, 2024.

10. Ahead of any arbitration, the parties anticipate that they will need to depose the following individuals: Plaintiff, Plaintiff's wife, the flight attendants and/or captain aboard Frontier Flight F9108, and passenger John Doe (once he is identified).

11. The parties are working collectively to attempt to identify Defendant John Doe, but

have been unable to confirm his identity at this time.

12. Therefore, the parties respectfully request a forty-five (45) day extension, until May 6, 2024, for Plaintiff and/or Frontier to name and attempt service on John Doe.

13. The parties further respectfully request a reasonable, ninety (90) day extension of the current arbitration date to August 30, 2024 to permit the completion of the necessary fact and expert discovery in this case.

WHEREFORE, Plaintiff Christopher Godwin and Defendant Frontier Airlines, Inc. respectfully requests that the Court enter an Order extending the time to name and serve Defendant John Doe, and continue the arbitration hearing date.

Dated: March 27, 2024

Respectfully submitted,

THE ROTHENBERG LAW FIRM, LLP

-s- Daniel Breen

Harry Rothenberg, Esquire
Daniel Breen, Esquire
1420 Walnut Street
Philadelphia, PA 19102
(215) 732-7000

and

Abram I. Bohrer, Esquire
David A. Zeitzoff, Esquire
BOHRER & LUKEMAN, PLLC
5 Columbus Circle, Suite 1501
New York, New York 10019
(212) 406-4232 x1041
abe@flightinjury.com
(Admitted pro hac vice)

Attorneys For Plaintiffs

CAMPBELL CONROY & O'NEIL, P.C.

By: /s/ Erin W. Grewe

Erin W. Grewe, Esquire
1205 Westlakes Drive, Suite 330
Berwyn, PA 19312
Tel.: 610-964-1900
egrewe@campbell-trial-lawyers.com

and

Kathleen M. Guilfoyle, Esquire
20 City Square, Suite 300
Boston, MA 02129
Tel: 617-241-3109
kguilfoyle@campbell-trial-lawyers.com

Counsel for Frontier Airlines, Inc.

CERTIFICATE OF SERVICE

I, Erin W. Grewe, Esquire, do hereby certify that on March 27, 2024, I electronically filed the foregoing *Joint Motion to Extend Deadline to Identify John Doe and Continue Arbitration* with the Clerk of Court using the Court's electronic filing system (ECF), which will send notification of such filing to all counsel of record.

CAMPBELL CONROY & O'NEIL, P.C.

By: /s/ Erin W. Grewe
Erin W. Grewe, Esquire
Counsel for Frontier Airlines, Inc.

Dated: March 27, 2024